

From: 217 222 9133 Page: 5/7 Date: 1/25/2008 2:34:33 PM

PERMISSION AGREEMENT

This permission agreement (hereinafter referred to as "Agreement"), dated January 11, 2008 is between Marilyn Monroe LLC (hereinafter referred to as Licensor"), c/o CMG Worldwide Inc., located at 10500 Crosspoint Boulevard, Indianapolis, Indiana 46256 and Rokusek Design (hereinafter referred to as "Licensee"), located at 510 Maine Street, Suite 718 Quincy, IL 62301, as agent for and on behalf of Quincy Compressor (hereinafter referred to as "Client").

WHEREAS, Licensor is the owner of certain intellectual property rights in and to the late Marilyn Monroe including various trademark registrations in and to the name Marilyn Monroe (hereinafter collectively referred to as "Property").

WHEREAS, Licensee desires to utilize the Property in connection with a print advertisement (hereinafter referred to as the "Print Ad") upon the terms and conditions set forth below.

NOW THEREFORE, In consideration of the mutual promises and undertakings herein contained and for the non-refundable sum of Three Thousand Five Hundred dollars (\$3,500) payable immediately, the parties agree that Licensee, on behalf of Client, shall have the non-exclusive right to use the Property in the Print Ad as outlined below:

- A photograph of Property may be utilized on one (1) print advertisement which will run only one (1) time in a small industry trade publication;
- The same Print Ad layout, may also appear on a secondary web page on the Client's internet website;
- Property will be one (1) of three (3) different personalities featured individually in separate print advertisements for Client as well as on Client's website;
- The trade publication featuring the Print Ad may be seen in the United States, the website may be seen worldwide (hereinafter collectively referred to as "Territory");
- For a period of one (1) month beginning upon execution of this Agreement and ending no later than ~~February 11, 2008~~ **April 15, 2008** (hereinafter referred to as "Term");
- Licensee warrants and represents that this Agreement contains no term or condition less favorable to Licensor than those in any other agreement related to the use of other personalities utilized in the same. Licensee agrees that should it grant to any other licensor any term or condition more favorable than those contained herein, this Agreement shall automatically be deemed to incorporate such more favorable term or condition from and after the effective date of such other agreement.

(March Pub)

Licensee warrants that any and all uses of the Property in the Print Ad and website will contain the following notation and failure to include this notation constitutes a material breach of the Agreement:

**Marilyn Monroe™ by CMG Worldwide Inc.,
www.MarilynMonroe.com**

Licensee agrees to submit all proposed artwork and text for the Print Ad to Licensors. If the artwork is not disapproved by Licensors within fourteen (14) days of submission, it shall be deemed approved. Upon such approval, Licensors waives any right to make any claim against Licensee for use of the Property as approved.

Upon expiration of the Term of this Agreement, except as otherwise provided in this Agreement, all rights granted the Licensee shall automatically terminate.

Licensee warrants to send five (5) copies of the finished Print Ad to Licensors. Licensee also agrees to provide an accounting of all media placements (which shall include but not be limited to the number of insertions, dates and territory the Print Ad ran) to the Licensors within 30 days after the close of each calendar quarter during the Term of this Agreement.

The license hereby granted is and shall be personal to the Licensee and shall not be assignable by any action of the Licensee or by operation of the law, and any attempt at such assignment shall be null and void. The Licensee shall have no right to grant any sublicenses. This Agreement shall inure to the benefit of and shall be binding upon Licensors's successors and assigns.

Licensee acknowledges the value, goodwill and rights of Licensors in the Property. Licensee waives all claim of and to ownership of any rights in the Property it has or may obtain during the Term of this Agreement and agrees that it shall not during or after the Term of this Agreement, contest or assist others in contesting Licensors's rights in or to the Property.

This Agreement in no manner absolves Licensee of its responsibility, if any, to procure legally sufficient permission from the copyright owner(s) of the photographs, illustrations, and/or artwork utilized in conjunction with this Print Ad. Licensee agrees to indemnify and hold harmless Licensors and its agent from any and all claims made by third parties with respect to copyrighted materials utilized in conjunction with this Agreement.

Licensee hereby assigns and at Licensors's request, the Licensee shall execute assignments in favor of Licensors of any and all trademarks and/or copyrights, of whatever kind relating to the Property without further consideration and Licensee hereby assigns and will upon the request of Licensors execute documents confirming such assignment to the Licensors of any rights, if any, which Licensee may have acquired through its use of the Property.

Any and all rights in and to said Property which are not expressly granted to the Licensee are hereby reserved by the Licensors. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those herein contained.

Should any dispute occur under or based in any manner upon this Agreement or the actions, statements or omissions undertaken in connection with the subject matter of this Agreement, the parties consent to personal jurisdiction in Indiana. The parties further agree that the validity, performance and construction of this Agreement shall be governed by the laws of the State of Indiana without regard to otherwise applicable

choice of law provisions. Except as otherwise provided in this Agreement, any legal action arising out of, concerning, relating to or requiring interpretation of this Agreement shall be brought, according to Licensor's sole discretion, in Indiana State Court, the United States District Court for the Southern District of Indiana, or Arbitration in Indianapolis, Indiana, in accordance with the rules of the American Arbitration Association, the choice thereof to be the sole opinion and judgment of the Licensor. The judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In addition, in the event of any dispute or action or arbitration hereunder, the Licensor shall be entitled to recover its reasonable attorney's fees, in the event it prevails.

"Licensor"

Marilyn Monroe LLC

"Licensee"



Rokusek Design on behalf of Quincy
Compressor